

## CARDENAS LAW OFFICE

**J. Roberto Cardenas**

Natalia Berrino\*

\*Admitted in Argentina

Of Counsel:  
Raymond E. Villanueva  
Mark Goldfarb

Legal Staff:  
Aishling Fitzpatrick

### **BY HAND**

April 27, 2015

Mrs. Vilma Bautista  
188 E. 64<sup>th</sup> Street  
Apt. 703  
New York, NY 10065

### **Re: Retainer Agreement**

Dear Ms. Bautista:

You have requested that the Cardenas Law Office act as your attorney in reference to "Jose Duran et al v. Vilma H. Bautista. et al." pending in both New York County Supreme Court and the United States District Court, Southern District of New York. This retainer agreement sets forth the agreement(s) regarding your legal representation by this office and shall become effective upon receipt by this office of both, this agreement signed by all parties and the retainer specified below.

1. This firm's retainer regarding such representation shall be \$150,000.00 for all services up but not including any possible trial. This agreement shall become binding upon receipt of this payment.
2. It is understood that the firm's out-of-pocket expenses for disbursements such as phone calls, filing fees, transcripts, etc., shall be deducted from the retainer and any subsequent monies paid as legal fees. Further, this firm may incur additional disbursements necessary to retain appraisers, accountants, private investigators and/or any other expert witnesses necessary for any action on this case. You hereby give your approval for any and all disbursement(s) that shall be reasonably necessary and your prior approval will be sought when reasonable, appropriate and possible. Thereafter, the cost for such additional disbursements shall be billed to you or your representative for prompt payment.
3. You shall be informed as to the progress of your case. Copies of important documents, correspondences, pleading and other Court documents will be sent to you as the case progresses. If no one is available when you telephone, your call shall be returned as reasonably and quickly as possible. The file and its progress are open for your inspection at any reasonable time of the workday.
4. This retainer does not cover any additional work in connection with appeals from any Court decisions, orders, or any other actions.
5. You are aware of the hazards of litigation and despite the firm's efforts on your behalf, there are no guarantees regarding the outcome of any matter.
6. The time and effort involved in each case varies greatly. It depends upon circumstances of the parties, and the nature and extent of the problems that are involved, etc. The cooperation of the client is a very

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important factor. You must keep us immediately informed of any change of address, phone number, employment and any other circumstances. If any litigation is commenced, you may from time to time be required to fill out interrogatories, requests for information and/or requests for documents, etc.

7. Every effort will be made to expedite your case promptly and efficiently according to the highest legal and ethical standards.
8. The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successor and assigns.
9. The following provisions shall apply:
  - a. This Agreement cannot be modified except by a document signed by all parties.
  - b. Any and all notices given or required to be given under this Agreement shall be in writing and served by hand, prepaid certified or registered mail, or by express mail and will be addressed to the recipient's business address, as contained herein.
  - c. This Agreement shall be construed under the laws of the State of New York.
  - d. This Agreement is binding upon and inures to the benefit of the successors, assigns and heirs of the parties.
  - e. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Any reference to a person herein shall include any individual, firm, corporation, partnership, trust, governmental authority or body, association, unincorporated organization or any other entity.
  - f. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions thereof, all of which provisions are hereby declared severable.

If you agree to the terms herein please countersign the original and copy of this agreement. I look forward to working together to maintain your good name.

Very truly yours,

*J. R. Cardenas*

J. ROBERTO CARDENAS

JRC:asf

AGREED TO AND UNDERSTOOD

THIS APRIL 27, 2015

*Vilma Bautista*

VILMA BAUTISTA